

August 26, 2020

**WHEREAS**, the City Charter provides for the Park and Recreation Board to grant contracts and agreements within park facilities with such terms and conditions as it shall deem proper; and

**WHEREAS**, the City of Dallas Park and Recreation Department ("City") and 60-80B NCX, LLC., a Delaware limited liability company ("60-80B"), desire to enter into a twenty-year development, operation, and maintenance agreement, with one five-year renewal option, for the construction, development, and maintenance of improvements at a portion of University Crossing Trail located at the crossing of Twin Sixties Drive as described in Exhibit A; and

**WHEREAS**, construction of the trail realignment, for safety and an improved experience for trail users, requires two hike and bike trail easements from 60-80B, totaling approximately 357 square feet, which 60-80B is willing to provide at no cost to the City as described in Exhibit B.

**Now, Therefore,**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:**

**SECTION 1.** That the President of the Park and Recreation Board and City Manager are hereby authorized to execute **(1)** a twenty-year development, operation, and maintenance agreement, with one five-year renewal option, with 60-80B NCX, LLC, approved as to form by the City Attorney, for the development, operation, and maintenance of landscape improvements and private and public access to the University Crossing Trail for purposes of relocating utility lines underground and a much-improved realignment of the University Crossing Trail located at 6060 North Central Expressway; and **(2)** acceptance of two trail easements totaling approximately 357 square feet, as described in Exhibit B.

**SECTION 2.** That the duration of the agreement will be for a term of twenty years, with one five-year renewal option.

**SECTION 3.** That this contract is designated as Contract No. PKR-2020-00014094.

**SECTION 4.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.